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AMENDMENT, EXTENSION, RATIFICATION & REVIVOR OF OIL AND GAS LEASE

STATE OF TEXAS

COUNTY OF Tarrant

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KNOW ALL MEN BY THESE PRESENTS

WHEREAS, a certain Oil and Gas Lease dated 5/14/2007 was executed by and between PHYLLIS G BROWN, as Lessor, and CHESAPEAKE EXPLORATION LP, as Lessee; the Oil and Gas Lease and/or Memorandum of Oil and Gas Lease being recorded in Instrument No. D207249804 of the official public records of Tarrant County, Texas, ("the Lease"), covering the following described lands:

LOT 11, 12, BLOCK 37, FACTORY PLACE ADDITION

WHEREAS, it is the intent of the parties hereto, that any and all lands covered under said lease are subject to the terms of this agreement, whether or not specifically described herein; and

WHEREAS, the Lease has expired and prior to the expiration of said lease, the working interest thereunto appertaining was owned of record by **Chesapeake Exploration, LLC (a/k/a Chesapeake Exploration Limited Partnership) and Total E&P USA., Inc.**, and it is now the desire of Lessor to adopt, ratify, revive, confirm and extend said Lease;

NOW, THEREFORE, for good and valuable consideration in hand paid to the undersigned by **Chesapeake Exploration, LLC (a/k/a Chesapeake Exploration Limited Partnership) and Total E&P USA., Inc.** the receipt and sufficiency of which is hereby acknowledged; the undersigned do hereby amend the Lease to allow and provide for an extension of the Lease for an additional term of three (3) years, being until 5/14/2013 and for as long thereafter as oil or gas, or either of them, is produced from said land or lands pooled therewith and as long thereafter as producing and the undersigned does hereby specifically adopt, ratify, revive, confirm and extend said lease in all of its terms and provisions and do hereby demise, lease and let said premises unto **Chesapeake Exploration, LLC (a/k/a Chesapeake Exploration Limited Partnership) and Total E&P USA., Inc.** its successors and assigns, subject to and in accordance herewith, and do hereby declare and agree that the said Lease in all of its provisions is binding, and that the same is a valid and subsisting Oil and Gas Lease.

FURTHER, the provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

EXECUTED this 29th day of Oct, 2010.

LESSOR:

PHYLLIS G BROWN

Phyllis G Brown

ACKNOWLEDGEMENT

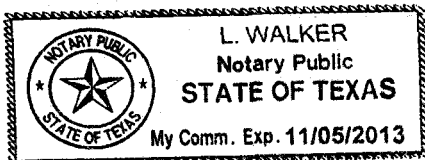
THE STATE OF Texas

COUNTY OF Tarrant

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This instrument was acknowledged before me on this the 29th day of Oct, 2010, by Phyllis G. Brown

L. Walker
Notary Public



SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

TURNER OIL AND GAS PROPERTIES
1314 LAKE STREET 202
FTW, TX 76102

Submitter: TURNER OIL & GAS PROP, INC.

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 12/9/2010 3:19 PM

Instrument #: D210304699

OPR

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PGS

\$16.00

By: _____

A handwritten signature in cursive script, appearing to read "Suzanne Henderson", is written over a horizontal line.

D210304699

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: DBWARD